

RESOLUTION 2024-137

**A RESOLUTION APPROVING A CONTRACT WITH WILLIE GUY FOR
CUBBY PARK CONCESSION SALES AND MANAGEMENT FOR 2025**

WHEREAS, the City of West Branch, Iowa is interested in outsourcing the concession sales at Cubby Park, 301 Scott Drive, West Branch, Iowa for the 2025 spring, summer and fall season; and

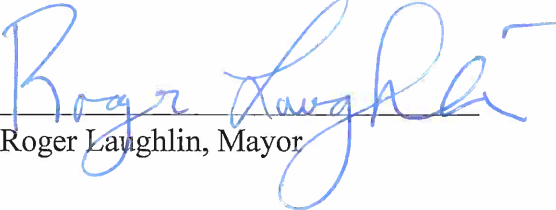
WHEREAS, the City Council has a desire to enter into an agreement to Willie Guy, independent contractor to perform concession sales (see Exhibit A); and

WHEREAS, Guy will provide the necessary staff, food and drink products for event sales and remit ten percent of the total gross sales to the City of West Branch within seven business days of each event; and

WHEREAS, Guy will carry his own liability insurance and list the City as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, hereby approves a service contract with Willie Guy for concession sales at Cubby Park for the 2025 season.

Passed and approved this 16th day of December, 2024.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

West Branch Concession Stand Contract

LOCATION: Cubby Park

ADDRESS: 301 Scott Drive

CITY/STATE/ZIP: West Branch, IA 52358

TOURNAMENT/EVENT NAME: Varies

DATES: Varies 2025 spring, summer, fall

Contact:

Willie Guy (“Concessionaire”)

319-777-2451

PLEASE READ AND UNDERSTAND THE RULES AND RESPONSIBILITIES ASSOCIATED WITH THE USAGE OF THE CONCESSION STAND.

Terms:

The length of this contract is for one baseball/softball season from March 2025 through November 2025. The City must give a 30-day notice of termination.

The City of West Branch will supply the following:

- Concession building, electricity, water, garbage cans.
- Supplies for restrooms, toilet paper/paper towels, hand soap, and trash bags.
- Communication of pick up and drop off of concession keys.
- Communication of facility schedule.
- (two) refrigerators, (one) two-door sliding display drink cooler, (one) hotdog roller, (one) pizza warmer, (one) popcorn machine, and (one) George Foreman grill.

Duties of Concessionaire:

- Supply all food products and supplies as needed.
- Maintain a neat and clean concession area.
- Empty concession stand garbage in the outside dumpster.
- Post and maintain established prices.
- At least one adult must be present at all times the concession stand is open.
- No alcohol is allowed to be sold at the concession stand.
- Complete cleaning for the concession building before leaving.
- Log total gross sales for each day and report to Parks and Rec Department within seven days of each concession date. Accounting books must be available for inspection every 30 days.
- Have and maintain a ServSafe or other appropriate safe food serving certifications.
- Provide their own point of sale system.

- Be open for sales at the start of tournaments and remain open at least through the 3rd inning of the last game.
- Be open for sales Monday- Thursday any day a team travels to Cubby Park to play, opening at the start of any City league games and remaining open at least through the 3rd inning of the last scheduled game.

Rental Agreement (Concessionaire agrees to pay the following rate/fees):

- Damage/cleaning fee of \$100 if not clean, including facilities and appliances.
- 10% of concessions gross sales will be paid by the concessionaire to the City within 7 business days of each event. Concessionaire shall keep appropriate books and records to justify its payment to the City, which it shall provide to the City upon request.

I, Willie Guy agree to terms above Willie Guy Date: 12-18-24

City of West Branch agrees to terms above Boggs Lough Date: 12-17-24